



## **Stichting Webshop Keurmerk - General Terms and Conditions**

These General Terms and Conditions of the Stichting Webshop Keurmerk were drafted in consultation with the *Consumentenbond* and NTO in the context of the Coordinationgroup Selfregulationconsultation (CZ) of the Social-Economic Council and act into force on 1 July 2012 for Webshop Keurmerk.

These General Terms and Conditions shall be used by all members of Stichting Webshop Keurmerk (further Webshop Keurmerk) with the exception of financial services as referred to in the Financial Supervision Act [*Wet Financiële Toezicht*] and in so far as these services are supervised by the Netherlands Authority for the Financial Markets [*Autoriteit Financiële Markten*].

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### ARTICLE 1 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

*Entrepreneur*: the natural or legal person affiliated with the Stichting Webshop Keurmerk and providing distance products and/or services to consumers;

*Consumer*: the natural person not acting in the exercise of his/her profession or business and entering into a distance contract with the entrepreneur;

*Distance Contract*: a contract in which, up to the conclusion of the contract, exclusive use is made of one or more technologies of distance communication within the scope of the system organised by the Entrepreneur for distance sale of products and/or services;

*Technology for distance communication*: a means to be used for concluding an agreement, without the consumer and the entrepreneur being together in the same place at the same time.

*Cooling-off period*: the period during which the Consumer may exercise the right of withdrawal;

*Right of withdrawal*: the option for Consumers to withdraw from the distance contract within the cooling-off period;

*Day*: calendar day;

*Continuing performance contract*: a distance contract concerning a series of products and/or services, for which the offer and/or purchasing obligation is spread over a longer period;

*Long-term data carrier*: any means that allow the Consumer or the Entrepreneur to store information directed to him/her personally in a way to make future consultation and unaltered reproduction of the stored information possible.

## **ARTICLE 2 – The Entrepreneur’s identity**

[Name of Entrepreneur] (name given in the Articles of Association, and trade name, where applicable);  
[Business address];  
[Visiting address, if different from business address];  
[Telephone number] and the time(s) at which the entrepreneur can be reached by telephone;  
E-mail address:  
Chamber of Commerce number:  
VAT identification number:

If the Entrepreneur’s activity is subject to a relevant licensing regime: information about the supervising authority;

If the Entrepreneur practises a regulated profession:

- the professional association or organisation of which he is a member;
- the title of his profession, the place in the EU or the EEA where it is awarded;
- a reference to the rules of professional practice which are applicable in the Netherlands and information about where and how these professional rules can be accessed.

## **ARTICLE 3 – Applicability**

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available to the Consumer. If this is reasonably not possible, the Entrepreneur, before concluding the distance contract, shall notify that the General Terms and Conditions can be inspected at the Entrepreneur’s and that, at the Consumer’s request, they will be sent to the Consumer free of charge as soon as possible.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically before concluding the distance contract, and that they will be delivered at the Consumer’s request free of charge, either via electronic means or otherwise;
4. If in addition to these General Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and in the event of contradictory General Terms and Conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

## **ARTICLE 4 – The offer**

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products and/or services offered. The description is suitably detailed to enable the Consumer to assess the products and/or services adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding for the Entrepreneur.

3. All offers contain such information that it is clear to the Consumer what rights and duties are attached to accepting the offer.

This involves in particular:

- the price, including taxes;
- any delivery costs, if applicable;
- the way in which the agreement will be concluded, and what actions are needed to establish this;
- whether or not the right of withdrawal is applicable;
- the form of payment, delivery or performance of the contract;
- the time frame for accepting the offer, or, as the case may be, the time frame for honouring the price;
- the rate of distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;
- if the contract is filed after conclusion, how the Consumer can consult it;
- the manner in which the Consumer may acquaint him/herself with undesired actions before concluding the contract, and the way the Consumer may correct these actions before the contract is concluded;
- any languages other than Dutch in which the contract can be concluded;
- the codes of conduct to which the Entrepreneur has submitted and the manner in which the Consumer can consult these codes of conduct via electronic means, and
- the minimum duration of the distance contract in the event of a contract for continuous or periodical delivery of products or services.

## **ARTICLE 5 – The contract**

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.

2. If the consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.

3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.

4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.

5. The Entrepreneur shall send the following information along with the product or service, in writing or in such a way that the Consumer can store it in an accessible manner on a long-term data carrier:

- a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact for any complaints;
- b. the conditions on which and the way in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;
- c. the information corresponding to existing after-sales services and guarantees;
- d. the information as stated in article 4 paragraph 3 of these Terms and Conditions, unless the Entrepreneur has already provided the Consumer with this information before the performance of the contract;
- e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.

6. If the Entrepreneur has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies to the first delivery only.

## **ARTICLE 6 – Right of withdrawal**

*When delivering products:*

1. When purchasing products, the Consumer has the option to repudiate the contract without specifying any reasons for a period of at least 14 days. This period starts on the day the product is received by or on behalf of the Consumer.
2. During this period, the Consumer shall handle the product and the packaging with care. The Consumer shall only unpack or use the product to the extent necessary to judge whether he or she wishes to keep the product. If wishing to exercise the right of withdrawal, the Consumer shall return the product with all delivered accessories and, as far as reasonably possible, in the original condition and packaging to the Entrepreneur in conformity with the Entrepreneur's reasonable and clear instructions.

*When providing services*

3. When providing services, the Consumer has the option to repudiate the contract without specifying any reasons, for a period of at least 14 days starting on the day of concluding the contract.
4. To exercise the right of withdrawal, the Consumer shall follow the reasonable and clear instructions given by the Entrepreneur in this context during the offer and/or before the delivery.

## **ARTICLE 7 - Costs in case of withdrawal**

1. Should the Consumer exercise the right of withdrawal, only the returning costs are at the Consumer's expense.
2. If the Consumer has made a payment, the Entrepreneur shall return this amount as soon as possible, but within not more than 30 days after the return or withdrawal.

## **ARTICLE 8 - Exclusion of the right of withdrawal**

1. If the Consumer does not have the right of withdrawal, the Entrepreneur can exclude this right only if the Entrepreneur indicated this clearly in the offer or at least in good time before concluding the contract.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that were realised according to the Consumer's specifications;
  - b. that are obviously personal in nature;
  - c. that cannot be returned due to their nature;
  - d. that spoil or age quickly;
  - e. whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control;
  - f. for single newspapers and magazines;
  - g. for audio and video recordings and computer software of which the Consumer has broken the seal;
3. Exclusion of the right of withdrawal is only possible for services
  - a. regarding accommodation, transportation, restaurant establishments or leisure activities to be used or performed on a certain date or during a certain period;
  - b. of which the provision has been started with the Consumer's explicit consent before the expiration of the cooling-off period;

c. regarding betting and lotteries;

#### **ARTICLE 9 - The price**

1. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only as a result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if the Entrepreneur has stipulated it and
  - a. they are the result of legal regulations or stipulations, or
  - b. the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

#### **ARTICLE 10 – Conformity and Guarantee**

1. The Entrepreneur guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded.
2. An arrangement offered as a guarantee by the Entrepreneur, Manufacturer or Importer shall not affect the rights and claims the Consumer may exercise against the Entrepreneur about a failure in the fulfilment of the Entrepreneur's obligations based on the law and/or the distance contract.

#### **ARTICLE 11 – Delivery and execution**

1. The Entrepreneur shall exercise the best possible care when booking and when executing product orders, and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the Consumer to the company.
3. With due observance of the stipulations in Article 4 of these General Terms and Conditions, the Company shall execute accepted orders with convenient speed but at least within 30 days, unless a longer delivery period was agreed. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge and with the right to possible compensation.
4. In the event of repudiation under the preceding paragraph, the Entrepreneur shall return the payment made by the Consumer as soon as possible but at least within 30 days after repudiation.
5. If delivering an ordered product turns out to be impossible, the Entrepreneur shall make an effort to offer an equivalent replacement product. Before the delivery, it shall be reported in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal may not be excluded

with replacement products. The costs of the return shipment are to be borne by the Entrepreneur.

6. Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with the Entrepreneur until the time they are delivered to the Consumer.

## **ARTICLE 12 – Termcontracts: duration, termination and renewal**

### *Notice*

1. Regarding a indefinite contract, which extends to the regular delivery of products (including electricity) or services the consumer may terminate at any time in compliance to the applicable termination rules and a notice of up to one month.

2. Regarding a definite contract, which extends to the regular delivery of products (electricity included) or services the consumer can terminate the contract at any time at the end of the fixed term in compliance with the applicable termination rules and with a notice of at the most one month.

3. Consumers can the agreements mentioned in the preceding paragraphs:

- Cancel at any time and not be limited to termination at a particular time or in a given period;
- At least cancel the same way as they are entered into by the consumer;
- Cancel at the same notice as the company has negotiated for itself.

### *Extension*

4. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.

5. Notwithstanding the preceding paragraph, a contract for a definite period, which extends to the regular delivery of daily news and weekly newspapers and magazines be tacitly renewed for a maximum of three months if the consumer agreement that has been extended towards the end of the extension may be terminated with a notice of up to one month.

6. A contract for a definite period, which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the consumer may cancel at any time with notice of one month and a notice of up three months if the contract is about regularly, but less than once a month, delivering daily, news and weekly newspapers and magazines.

7. Agreements with a limited duration of regular delivery of trial days, news and weekly newspapers and magazines (trial or introductory subscription) is terminated automatically and not tacitly continued after the trial or introductory

### *Duration*

8. If a contract lasts more than one year, after one year of the agreement the consumer may at any time terminate with a notice of up to one month prematurely, unless the reasonableness and fairness resisting the termination before the end of the agreed term.

## **ARTICLE 13 – Payment**

1. Unless otherwise agreed, the amounts to be paid by the Consumer are to be settled within 14 days after delivery of the goods, or in the event of an agreement to provide a service, within 14 days after the delivery of documents relating to this service.

2. When selling products to Consumers, it is not permitted to negotiate an advance payment of more than 50% in the General Terms and Conditions. When an advance payment was agreed, the Consumer may not assert any right regarding the

execution of that order or the provision of the service in question before the agreed advance payment has been made.

3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details.

4. In case of nonpayment on the part of the Consumer, and subject to legal restrictions, the Entrepreneur is entitled to charge any predetermined reasonable costs incurred to the Consumer.

#### **ARTICLE 14 – Complaints procedure**

1. The Entrepreneur shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaint procedure.

2. Complaints about the performance of the contract shall be submitted to the Entrepreneur fully and clearly described within a reasonable time after the Consumer has discovered the defects.

3. The complaints submitted with the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint demand a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the Consumer can expect a more detailed reply.

4. A complaint about a product, a service or an after-sales service that the Entrepreneur provided can also be submitted via a complaints form given at the website of Stichting Webshop Keurmerk [www.keurmerk.info](http://www.keurmerk.info). The complaint will then be sent both to the Entrepreneur in question and to Stichting Webshop Keurmerk.

5. If the complaint cannot be solved in joint consultation, there will be a dispute that is open to the dispute settlement rules.

#### **ARTICLE 15 - Disputes**

1. Contracts between the Entrepreneur and the Consumer, to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

2. Disputes between the Consumer and the Entrepreneur about the formation or the performance of contracts related to products or services to be delivered or that have been delivered by this Entrepreneur can be submitted with the Geschillencommissie Webshop, Postbus 90600, 2509 LP in The Hague (Den Haag) ([www.sgc.nl](http://www.sgc.nl)) with due observance of the provisions set out below.

3. A dispute is handled by the Disputes Committee [Geschillencommissie] only if the Consumer submitted his/her complaint to the Entrepreneur within a reasonable period.

4. Within three months after the dispute arose, the dispute must have been filed in writing to the Geschillencommissie Webshop.

5. When the consumer wants to submit a dispute to the Geschillencommissie, the member is bound by this choice. When the entrepreneur wants to file the dispute to the Geschillencommissie, a consumer must speak out in writing within five weeks after a written request made by the member whether he so desires or wants the dispute to be dealt with by the competent court. Doesn't hear the member the consumer's choice within the period of five weeks, the entrepreneur is entitled to submit the dispute to the competent court.

6. The Geschillencommissie's decision will be made under the conditions as set out in the rules of the Arbitration Commission. A decision of the Geschillencommissie is a binding advice.



7. The Disputes Committee will not handle a dispute or will discontinue handling it if the Entrepreneur is granted a moratorium, goes bankrupt or actually ended his business activities.

8. If in addition to the Geschillencommissie Webshop another disputes committee recognised by or affiliated with the Stichting Geschillencommissies voor Consumentenzaken (SGC) [Foundation for Consumer Complaints Committees] or the Klachteninstituut Financiële Dienstverlening (Kifid) [Financial Services Complaints Board] is competent, this other Disputes Committee is exclusively competent.

#### **ARTICLE 16 – Industry Guarantee**

1. Webshop Keurmerk guarantees the fulfilment of the binding advice of the Disputes Committee Webshop by its members unless the member decides to send the binding opinion within two months for review to the court. This guarantee revives if the binding opinion after review by the court has been confirmed and the judgement has become final. Up to an amount of €10,000,- per binding opinion, this amount will be paid to the consumer by Webshop Keurmerk. For amounts greater than €10,000,- per binding opinion, €10,000,- will be paid. When the amount exceeds €10,000,-, Webshop Keurmerk has an obligation to try to ensure that members comply with the binding advice.

2. For the purposes of this guarantee it is required that the consumer files a written appeal to Webshop Keurmerk and that the consumers transfers the claim on the company to the Stichting Webshop Keurmerk. If the claim on the entrepreneur exceeds €10,000,- it will be offered to consumers to the extent that the claim in excess of €10,000,- will be transferred to the Stichting Webshop Keurmerk, who will in its own name and costs shall try to get payment and fulfilment of these rights to compensate the consumer.

#### **ARTICLE 17 - Additional or varying provisions**

Additional provisions of and/or deviations from these General Terms and Conditions may not be to the Consumer's detriment and must be put in writing or be recorded in such a way that the Consumer can stored them in an accessible manner on a long-term data carrier.

#### **ARTICLE 18 – Amendments to the General Terms and Conditions of Stichting Webshop Keurmerk**

1. These General Terms and Conditions will not be changed other than in consultation with the *Consumentenbond*

2. Amendments to these Terms and Conditions are valid only after they have been published in the appropriate way, provided that the provision that is most favourable to the Consumer shall prevail in case of appropriate amendments during the validity of the offer.

Address Stichting Webshop Keurmerk:  
Willemsparkweg 193, 1071 HA Amsterdam.

Most recently changed on July 1<sup>st</sup>, 2012